

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Stanford G. Ladner, Esq.  
O'Melveny & Myers LLP  
153 East 53rd Street  
New York, New York 10022

RECORDATION NO. 24099-12 FILED

SEP 10 '02 4-58 PM

SURFACE TRANSPORTATION BOARD

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### SHORT FORM OF LOAN AGREEMENT

This Short Form of Loan Agreement is made and dated as of the 10<sup>th</sup> day of September, 2002, by and among, **WMATA 2002 TRUST KBC A**, a Delaware statutory business trust (the "**Trust**"), having an address in care of Wilmington Trust Company, 1100 North Market Street, Wilmington, Delaware 19890-0001 and **AIG-FP Funding (Cayman) Limited**, a company with limited liability organized under the laws of the Cayman Islands, as Lender (the "**Lender**") having an address at c/o Maples & Calder, P.O. Box 309, Ugland House, South Church Street, Grand Cayman, Cayman Islands:

A. The Lender herein desires to obtain a security interest as described herein from Trust, and Trust desires to grant such security interest to the Lender, on the terms and conditions set forth in that certain Loan and Security Agreement between the Lender and the Trust of date even herewith (the "**Loan Agreement**"), which by this reference is incorporated herein and made a part hereof as if set forth at length; and

B. The Trust and the Lender desire to record this Short Form of Loan Agreement with the U.S. Surface Transportation Board to give constructive notice of the Lender's security interest.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and allowable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trust and the Lender agree as follows:

1. **Property Subject to Loan Agreement:** Pursuant to, and in accordance with, the Loan Agreement, the Trust, subject to certain exceptions, hereby grants a first priority security interest to the Agent as secured party for the benefit of itself and Lender in (i) that certain Equipment described in Exhibit A attached hereto and incorporated herein by reference (the "**Equipment**"); and (ii) right, title and interest of the Trust under certain documents enumerated in the Loan Agreement, including (a) amounts payable under such documents and (b) all other property acquired by the Trust under such documents.

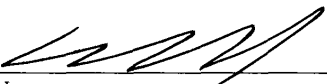
2. **Conflict With Loan Agreement:** In the event of any conflict between this Short Form of Loan Agreement and the Loan Agreement, the terms, covenants and conditions of the Loan Agreement shall control.

3. **Counterparts:** This Short Form of Loan Agreement may be executed in one or more counterparts, but there shall only be one original and all of which taken together shall constitute one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same instrument, which shall be the original of this Short Form of Loan Agreement.

**IN WITNESS WHEREOF**, the Trust and the Lender have executed this Short Form of Loan Agreement as of the date first above written.

TRUST:

**WMATA 2002 TRUST KBC A**, by and through  
Wilmington Trust Company, not in its individual  
capacity but solely as Trustee

By:   
Name  
Title: **W. Chris Sponenberg**  
**Vice President**

LENDER:

**AIG-FP FUNDING (CAYMAN) LIMITED**

By: \_\_\_\_\_  
Name  
Title:

**IN WITNESS WHEREOF**, the Trust and the Lender have executed this Short Form of Loan Agreement as of the date first above written.

TRUST:

**WMATA 2002 TRUST KBC A**, by and through  
Wilmington Trust Company, not in its individual  
capacity but solely as Trustee

By: \_\_\_\_\_  
Name  
Title:

LENDER:

**AIG-FP FUNDING (CAYMAN) LIMITED**

By: \_\_\_\_\_  
Name  
Title: **COLUM CARR**  
**AUTHORIZED SIGNATORY**

## EXHIBIT A

Short Form Loan Agmt. (WMATA-KBC-A)  
NY1:858857.1


Exhibit A

Equipment Description	Running Number
AAI/CAF Series 5000 Railcar	5010
AAI/CAF Series 5000 Railcar	5011
AAI/CAF Series 5000 Railcar	5012
AAI/CAF Series 5000 Railcar	5013
AAI/CAF Series 5000 Railcar	5014
AAI/CAF Series 5000 Railcar	5015
AAI/CAF Series 5000 Railcar	5032
AAI/CAF Series 5000 Railcar	5033
AAI/CAF Series 5000 Railcar	5016
AAI/CAF Series 5000 Railcar	5017
AAI/CAF Series 5000 Railcar	5034
AAI/CAF Series 5000 Railcar	5035
AAI/CAF Series 5000 Railcar	5036
AAI/CAF Series 5000 Railcar	5037
AAI/CAF Series 5000 Railcar	5038
AAI/CAF Series 5000 Railcar	5039
AAI/CAF Series 5000 Railcar	5018
AAI/CAF Series 5000 Railcar	5019
AAI/CAF Series 5000 Railcar	5040
AAI/CAF Series 5000 Railcar	5041
AAI/CAF Series 5000 Railcar	5022
AAI/CAF Series 5000 Railcar	5023
AAI/CAF Series 5000 Railcar	5042
AAI/CAF Series 5000 Railcar	5043
AAI/CAF Series 5000 Railcar	5024
AAI/CAF Series 5000 Railcar	5025
AAI/CAF Series 5000 Railcar	5026
AAI/CAF Series 5000 Railcar	5027
AAI/CAF Series 5000 Railcar	5044
AAI/CAF Series 5000 Railcar	5045
AAI/CAF Series 5000 Railcar	5000
AAI/CAF Series 5000 Railcar	5001
AAI/CAF Series 5000 Railcar	5046
AAI/CAF Series 5000 Railcar	5047
AAI/CAF Series 5000 Railcar	5028
AAI/CAF Series 5000 Railcar	5029

ACKNOWLEDGMENT  
PURSUANT TO 49 C.F.R. § 1177.3

I, W. Chris Sponenberg, Vice President, certify that I am \_\_\_\_\_  
of Wilmington Trust Company, the Trustee of WMATA 2002 TRUST KBC A, a Delaware  
statutory business trust, that the instrument was signed and sealed on behalf of the Trust by  
authority of its Trustee, and that I acknowledge that the execution of the foregoing instrument  
was the free act and deed of the Trust. I further declare under penalty of perjury that the  
foregoing is true and correct.

Executed on September \_\_\_\_, 2002.

  
Name: \_\_\_\_\_  
Title: W. Chris Sponenberg  
Vice President

**ACKNOWLEDGMENT  
PURSUANT TO 49 C.F.R. § 1177.3**

I, Colum Carr, certify that I am an Authorized Signatory of AIG-FP Funding (Cayman) Limited (the "Lender"), that the instrument was signed on behalf of the Lender and the Agent by authority of their Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lender. I further declare under penalty of perjury that the foregoing is true and correct.

Executed on September \_\_, 2002.



Name:

Title:

**COLUM CARR  
AUTHORIZED SIGNATORY**



**Certificate that Copy is Complete and Identical**

The undersigned hereby certifies that:

A. He/She has compared the attached copy of Short Form of Loan Agreement to the original and has found the copy to be complete and identical in all respects to the original document.

B. He/she declares under penalty of perjury that the foregoing is true and correct and that this certificate was executed at 11:45, on September 20, 2002.

Martin Baye